

**SERVICE CONTRACT  
LINCOLN-LANCASTER COUNTY HEALTH DEPARTMENT**

**I. INTRODUCTION**

This Agreement is effective September 1, 2003, is between the City of Lincoln, Nebraska (CITY), on behalf of the Lincoln-Lancaster County Health Department (LLCHD), for physician medical services, and the Lincoln Family Practice Program, a division of Lincoln Medical Education Foundation (LMEF), with a place of business, and phone.

The public health programs conducted by the LLCHD involve services requiring supervision by a physician, with a current Nebraska medical license. The Health Director, not being a graduate of a medical school, is unavailable to perform such services. The nature of the work to be performed by the physician can be divided into two functional areas: clinical medical services and consultant to the Department's Community Health Services Division.

**II. SERVICES & COMPENSATION**

The Parties agree that LMEF shall:

1. Provide medical services to LLCHD in accord with protocols and procedures established by LLCHD.
2. Provide medical services in the following LLCHD clinics: Child Health, Sexually Transmitted Disease, Employee Physical and Primary Care.
3. Provide at least one physician for the a total of 25.5 hours/week. The hours shall be as follows unless the parties mutually agree to a new hour schedule:
 

a..	MONDAY	8:30 A.M. - 12:00 P.M.	3.5 Hours
	TUESDAY	1:00 P.M. - 4:30 P.M.	3.5 Hours
	WEDNESDAY	8:00 A.M. - 12:00 P.M.	4.0 Hours
	THURSDAY	1:00 P.M. - 4:30 P.M.	3.5 Hours
	STD	4:30 P.M. - 7:30 P.M.	3.0 Hours
	FRIDAY	8:00 A.M. - 12:00 P.M.	4.0 Hours
	SUPERVISION/DICTATION		
	As arranged from		4.0 Hours
	8:00 A.M. - 4:30 P.M.		
	Weekdays		
- b. Provide a physician to be on call for the Juvenile Detention Center. The hours provided on an on call basis are in addition to the 25.5 hours required by this Agreement.

- c. LMEF may permit, at its sole discretion, medical residents from the LMEF's Family Practice Program to assist LMEF physician faculty in providing medical services required by this Agreement. LMEF shall not substitute medical residents in place of faculty physicians in order to meet hour requirements of this Agreement without the approval of LLCHD. Supervision of the medical residents is the responsibility of LMEF.
4. Assist in other medical services offered by LLCHD which include and shall not be limited to primary care services and retrospective reviews as requested by CHS, sign standing orders in policy by the Department consultant, and determine need for a patient's need for medical care under the County General Assistance Program.
5. Provide supervision of its physicians, staff, and medical residents.
6. Provide a physician who is called the "Primary Assigned Physician". The Primary Assigned Physician shall be an individual approved by the Health Director, who will act as a liaison between LLCHD and LMEF. The Primary Assigned Physician shall be a supervising faculty member employed by LMEF on a full time basis. Whenever the Primary Assigned Physician is not available to provide services, LMEF shall provide alternate coverage at no additional cost to the City. LMEF shall provide the Primary Assigned Physician's name, contact information, and maintain an answering service in order for LLCHD to contact the Primary Assigned Physician after working hours.
7. To the extent applicable, LMEF shall follow the rules and regulations of LLCHD in the rendering of services by LMEF physicians, staff, and medical residents when providing services required by this Agreement.

The parties agree that the City shall:

1. Provide at its expense for all clinic sites to include all laboratory facilities, equipment and supplies necessary for the operation of the clinics, except for x-ray and Pathology facilities.
2. Maintain and submit all necessary clinic documentation, including, but not limited to Medicare forms, Medicaid forms, government documents and medical charts.
3. Provide supervision and staff necessary to operate the clinics. LLCHD staff shall be under the supervision of the LLCHD, including staff discipline issues.

The parties realize that other needs of the LLCHD may arise or be identified, or programs and costs may change or be expanded from time to time. The parties agree to meet and discuss this Agreement annually. The Parties agree to cooperate in good faith with the other to meet changing needs and conditions.

### **III. COMPENSATION**

In consideration of the services to be performed by LMEF, the City shall pay LMEF

\$9240 per month. Payments shall be made in advance by quarterly installments, due on or before September 1, December 1, March 1, and June 1 of each year of this Agreement.

#### **IV. TERM-COMPLETION**

The term of this Agreement shall commence upon September 1, 2003 and shall continue until completion of all of the obligations of this Agreement, but in no event longer than three years after the September 1, 2003. Prior to completion, the City and LMEF may meet to discuss the future need of services.

#### **V. TERMINATION FOR CONVENIENCE**

Either party has the right to terminate this Agreement for any reason for its own convenience. If a party terminates this Agreement for convenience, the party shall provide a ninety (90) day written notice of the same to the other party, and this Agreement shall terminate without penalty or expense to either party. Upon termination, the prepaid quarterly payment made by the City should be prorated to pay for the amount of services provided by LMEF, LMEF shall return the remaining amount to the City within fifteen (15) days.

#### **VI. TERMINATION**

Either party has the right to terminate this Agreement if the other party fails to perform as required in this Agreement. Termination rights under this section may be exercised only after the non-breaching party notifies the breaching party of the failure to perform in writing upon giving the other party fifteen (15) written notice. Upon termination, the prepaid quarterly payment made by the City should be prorated to pay for the amount of services provided by LMEF, LMEF shall return the remaining amount to the City within fifteen (15) days.

#### **VII. LACK OF FUNDING TERMINATION**

The City may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, released, or otherwise not forthcoming through no fault of the City. In the event of unavailability of funds to pay any amounts due under this Agreement, the City shall immediately notify LMEF, and this Agreement shall terminate without penalty or expense to the City. Upon termination, the prepaid quarterly payment made by the City should be prorated to pay for the amount of services provided by LMEF, LMEF shall return the

remaining amount to the City within fifteen (15) days.

### **VIII. DUTIES GENERALLY**

LMEF agrees as follows:

1. To timely and professionally complete the Services as described above, and to furnish all labor, materials, equipment, and pay all costs, including any taxes, to complete the Services, unless specifically provided otherwise in this Agreement.
2. To furnish everything reasonably necessary to complete the Services unless specifically provided otherwise in this Agreement.
3. To apply for and obtain any and all necessary permits, certifications, licenses, variances, certifications and approvals required by any applicable law or regulations that relate to LMEF or the Services.
4. Provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.
5. Provide only trained, qualified employees to provide Services. These employees shall be under the supervision of LMEF at all times. All LMEF physicians providing services under this Agreement shall have a current, Nebraska medical license, and be full-time faculty/employee of LMEF or supervised by LMEF faculty.

### **IX. PRIVACY**

LLCHD is not a "covered entity" for purposes of HIPAA, however, LMEF agrees that it will treat patient information in a manner consistent with HIPAA's requirements for Protected Health Information (PHI). Specifically, LMEF agrees that it shall:

1. Use appropriate safeguards to prevent misuse or inappropriate disclosure of patient information.
2. Make patient information available to patients in a manner not inconsistent with HIPAA;
3. Require all employees to comply with such restrictions;
4. Report any improper use or disclosure of patient information immediately to LLCHD.

All services, including reports, opinions, and information to be furnished under the Agreement shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of LLCHD, without the prior written approval of LLCHD. LMEF assumes liability for any breach of confidentiality that may occur through the action of the LMEF, LMEF employees, medical residents, and anyone directly or indirectly employed by LMEF.

## **X. TRADE PRACTICES**

LMEF represents to the City that the services to be performed under this Agreement shall be in accordance with accepted and established practices and procedures recognized as such in LMEF's trade in general and the LMEF's services shall conform to the requirements of this Agreement.

## **XI. INDEPENDENT CONTRACTOR**

The City is interested only in the results produced by this Agreement. LMEF shall perform as an independent contractor and it is expressly understood that the LMEF and LMEF's employees, medical residents, or anyone directly or indirectly employed by LMEF, or anyone for whose acts any of them may be liable, are not employee(s) of the City and are not entitled to any City employee benefits including, but not limited to, overtime, retirement benefits, worker's compensation, sick leave, or injury leave.

LMEF covenants that it has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. LMEF further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by it under this Agreement.

## **XII. INDEMNIFICATION**

To the fullest extent permitted by law, LMEF shall indemnify defend and Hold Harmless the City its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any Claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom, and that are caused in whole or in part by the intentional or negligent act or omission of LMEF or LMEF employees, medical residents, or anyone directly or indirectly employed by LMEF, or anyone for whose acts any of them may be liable. This section shall not require LMEF to indemnify or Hold Harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City. The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. This section survives any termination of this Agreement.

### **XIII. INSURANCE**

In this connection with this Agreement, LMEF shall carry insurance in the following kinds and minimum limits as indicated:

1. General Liability Insurance shall be maintain during the life of this contract, naming and protecting LMEF and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by LMEF and LMEF's employees, medical residents, or those directly or indirectly employed by LMEF. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:
  - a. All acts or omission- \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
  - b. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
  - c. Personal Injury Damage - 1,000,000 each Occurrence; and
  - d. Contractual Liability - 1,000,000 each Occurrence; and
  - e. Products Liability and Completed Operations - 1,000,000 each Occurrence
2. LMEF's shall provide a Certificate of Insurance for its General Liability Insurance and naming the City of Lincoln as an additional insured. This Certificate shall be attached to this Agreement.
3. During the term of this Agreement, LMEF shall maintain as its own expense the following professional liability insurance for LMEF and LMEF's employees, medical residents, or those directly or indirectly employed by LMEF (as required by the Nebraska Hospital-Medical Liability Act):
  - a. Professional liability insurance or self insurance coverage in the amount of \$200,000 per occurrence and \$1,000,000 in the annual aggregate and umbrella coverage extending such professional liability to an annual aggregate of not less than \$1,250,000 per occurrence and no limit on annual aggregate coverage through a combination of insurance and qualification under and participation in the Nebraska Hospital-Medical Liability Act covering its employees and medical residents for claims under the Nebraska Hospital-Medical Liability Act for bodily injury or death on account of alleged malpractice, professional negligence, failure to provide care, breach of contract or other claim based upon failure to obtain informed consent for an operation of treatment; and
  - b. Professional liability insurance or self insurance coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate covering employees and medical residents for claims not falling under the Nebraska Hospital-Medical Liability Act for bodily injury or death on account of alleged errors or omissions or negligent acts in the performance of professional services rendered or that should have been rendered.

4. LMEF is required to provide the City with thirty day notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement.

#### **XIV. FAIR EMPLOYMENT PRACTICES**

LMEF shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08 and Section §48-1122, Nebraska Reissue Revised Statutes of 1998.

#### **XVI. FAIR LABOR STANDARDS**

LMEF shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Reissue Revised Statutes of 1996.

#### **XVII. NEBRASKA LAW**

This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

#### **XVIII. INTEGRATION, AMENDMENTS, ASSIGNMENT**

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

#### **XIX. SEVERABILITY & SAVINGS CLAUSE**

Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

**XX. CAPACITY**

The undersigned person representing LMEF does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind LMEF to this Agreement.

IN WITNESS WHEREOF, LMEF and the City do hereby execute this Agreement.

BY:



Dale Gruntorad, President  
Lincoln Medical Education  
Foundation

\_\_\_\_\_  
Coleen J. Seng,  
Mayor of the City of  
Lincoln

Date NOVEMBER 17, 2003

Date \_\_\_\_\_